that defendant knew that it was not, and that the statement made was false, since, if defendant acted under an honest though mistaken belief, the communication would be privileged. *Wittemann Bros.* v. *Wittemann Co.,* (1915) 151 N. Y. Supp. 813.

The decision is based almost entirely upon the proposition that the occasion in question was qualifiedly privileged, thus necessitating a showing of malice before a recovery on the part of the plaintiff could be permitted. While the cases on this point are not numerous, the principal case seems to be in accord with the weight of authority. The theory is that such communications are privileged because "if defendant, in good faith, believing itself to have an exclusive patent, issued such a notice in good faith, as a warning to dealers against an invasion of its rights, in so doing it would only have discharged a moral obligation, and satisfied the demands of fair dealing." *Wren* v. *Wield,* L. R. 4 Q. B. 213; *Everett Piano Co.* v. *Bent,* 60 Ill. App. 372. *Hovey* v. *Rubber Tip Pencil Co.,* 57 N. Y. 120. The case, however, might have been decided in the same way, in accordance with the well-settled doctrine that in an action for slander of title, plaintiff may recover only when he affirmatively shows that the alleged slanderous statements were uttered maliciously, or with knowledge of their falsity. *John W. Lovell Co. v. Houghton,* 116 N. Y., 520; *Andrew* v. *Deshler,* 45 N. J. Law, 167; *Kendall* v. *Stone,* 5 N. Y. 14.

TORTS—ATTRACTIVE NUISANCES.—Plaintiff brought suit against defendant to recover damages for the value of a Jersey cow. Defendant was engaged in operating an oil mill. It had three tunnels about five feet high, used in conveying cotton seed. There was no fence around the mill. The mouth of the tunnel in question, situated about thirty feet from the highway, was A shaped, and cotton seed and hulls were scattered about the tunnel and in it. Cows were accustomed to come around the oil mill and eat the seed, etc. Plaintiff's cow fell into one of the tunnels and was killed. *Held,* plaintiff could recover, the negligence consisting not in the fact that defendant left its premises unenclosed, but that the same, being covered with cotton seed and hulls, were in such a condition as to prove attractive to cattle, and calculated to lure them into danger. *Buckeye Cotton Oil Co.* v. *Horton,* (Ark., 1915) 173 S. W. 423.

In arriving at a decision in a case of this description, there are two questions to be answered. First, was there any duty on the part of the landowner to enclose against trespassing cattle? Second, if such duty exists, then was defendant negligent? The court in this case attempts to arrive at its decision by answering the latter proposition, without considering the former at all. This is done on the theory that the doctrine of attractive nuisances applies in cases of this description, and therefore the entire proposition rests on the alleged negligence of defendant, without regard to any duty to fence the premises. But this theory is very difficult to sustain. Aside from the state of Arkansas, there is no jurisdiction which has made a similar holding, while several have held to the contrary. *Herold* v. *Meyers,* 20 Iowa 378; *Bush* v. *Brainerd,* 1 Cowing, 78; *Knight* v. *Abert,* 6 Barr (Penn.) 472.

The weight of authority sustaining this proposition, then obviously the primary question is whether or not there was any duty of the landowner to fence against trespassing cattle. If so, and there is a breach of this duty, the court may inquire whether or not the landowner has been negligent with respect to the condition in which he has left the premises. At common law there was no duty to fence against cattle. WATERMAN, TRESPASS, § 872. But this doctrine has been changed in some states by statute.

WILLS—EXECUTION—"SIGNING AT THE END."—The testator wrote a holographic will ending the last line thereof on the bottom line of a sheet of legal cap paper. He then turned the paper and signed his name on the left hand marginal line, beginning at the bottom and proceeding towards the top, the signature extending about half the length of the paper. Between the tops of the letters of the signature and the left hand margin of the paper there was a space of about one-half inch. The court *held* that in view of the small space left there was but very little opportunity for interlineation and that it was a valid execution. *Graham* v. *Edwards,* (Ky. 1915) 173 S. W. 127.

There is no other decision involving a will executed in the identical manner that this was. However the will involved in *Goods of Collins,* 3 Ir. L. R. 241, comes very close. There the signature was in the left hand margin beginning at the top of the page and continuing towards the bottom, leaving a small space between the tops of the letters of the signature and the left hand marginal line; this was held to be a good execution. The court in the principal case erroneously say that the will there involved is identical with the one involved in *Goods of Collins,* supra, overlooking the fact that the signatures in the former is diametrically opposite to that in the latter. There are two other cases in England which may be cited in support of the principal case. In *Goods of Coombs,* 1 L. R. Pro. & D. 301; in *Goods of Wright,* 4 Sw. & Tr. 35. In the former of these the will was written on the first and third pages of a sheet of foolscap, the signatures of the witnesses and testator being written crosswise of the second page. In the latter the will completely filled two pages and the testator's signature was written crosswise of the third page. In both the court held that the statute had been complied with and that the execution was good. The purpose of a statute requiring a signing at the end is to prevent fraud or unauthorized additions or alterations, 3 MICH. L. REV. 650, 9 MICH. L. REV. 342. This end is accomplished in the principal case, since the space between the tops of the letters of the signature and the left hand margin of the page is too small to allow the insertion of a clause which will have any effect on the will.